State of Utah

SERVICE-LEVEL AGREEMENT

Between

Department of Technology Services (DTS)
and
Utah State Legislature

Date: [   ]

Version: [ ]

Authorizing Signatures:

Legislature:	DTS:
[Printed Name]	Steven Fletcher
[Title]	CIO and Executive Director of DTS
Signature	*Signature*
Date	Date

Introduction

This contract represents a service-level agreement between the State of Utah's Department of Technology Services (the DTS) and the Legislature for the provision of network connectivity services to all data jacks in the Capitol Building. The availability of the network to the Legislative staff will impact the Legislature's ability to fulfill its constitutional duties and deliver the best service to the public. Network availability is of paramount importance to the Legislature during official legislative sessions and meetings. Because of the importance of network resources during these times, this contract shall be interpreted to provide high levels of support from the DTS at these critical times, particularly in the area of problem management. Hence, this contract is an agreement defining guaranteed levels of service and support from the DTS to the Legislature for the network in the Capitol Building environment.

Quarterly Review Process

The DTS shall deliver quality IT services to the Legislature, thereby enabling the Legislature to meet its business objectives. This contract describes business requirements. The details of this contract shall be reviewed at regular intervals and may be amended, provided the amendments are agreed to by the Legislature and the DTS. These reviews are scheduled for:

	Q1	Q2	Q3	Q4
Year 1	[insert date]	[insert date]	[insert date]	[insert date]
Year 2	[insert date]	[insert date]	[insert date]	[insert date]
Year 3	[insert date]	[insert date]	[insert date]	[insert date]

During the quarterly review process, the DTS and the Legislature will review actual service levels and costs against the commitments outlined in the service-level agreement. The DTS Customer Relations Manager (CRM) will schedule a time and place for these meetings.

Term of Agreement

This contract is valid for the period [beginning month, day, and year] to [ending month, day, and year].

Services

To effectively support the Legislative objectives, it is imperative that consistent support and guaranteed service levels are provided by the DTS, particularly during official legislative sessions and meetings. The support and services covered by this contract are those required to provide comprehensive, end-to-end management of the network environment. These services are described in the "Key Services" section of this agreement.

Scope of This Agreement

The scope of this service-level agreement is to describe the support services that the DTS will provide to the Legislature to operate and maintain the network environment.

Service-Level Processes

The service-level agreement focuses on the processes required to achieve the agreed-upon service-level targets for the network. The detailed operational procedures and

steps required to effectively carry out those processes are documented in other network operations documentation **[this should be more clearly identified and specifically referenced.]**

Problem Management Process
The standard problem management process (as defined in Appendix 1 and modified by the "Metrics" section of this agreement) will be followed, except during the following:
1) each annual legislative general session;
2) any special legislative session;
3) any extraordinary legislative session; and
4) each interim committee day and one day before and one day after each interim committee day.

The Legislature will notify the DTS CRM of the dates of sessions and interim committee days.

In addition, if a problem occurs for an official legislative meeting that is a meeting according to the definition of "meeting" found in Utah Code Title 52, Chapter 4, Open and Public Meetings Act, to the extent required for the meeting Legislative information technology staff may classify that problem as "Urgent" and follow the alternate problem management process.

During the times for which the standard problem management process is not followed, the following alternative process will be followed. Upon detection of a problem requiring correction by the DTS, the Legislature shall utilize standard contact procedures for notifying the DTS of the problem. Upon receiving that notification, the DTS shall immediately identify a person within the DTS responsible for correcting the problem and immediately provide direct contact between that person and the person from the Legislature who notifies DTS of the problem. The problem shall be corrected as soon as is practicable under the circumstances, but in any event within the timelines established in the "Metrics" section of this agreement.

If the DTS completion or contact times under the standard or alternate problem management process exceed two times the requirements established in the "Metrics" section of this agreement, information technology staff within the Legislature may attempt to correct the problem without further assistance from the DTS. (For example, for times "Outside legislative sessions or Interim meetings", a High Priority Time to Resolution is 6 hours. After 12 hours Legislative IT staff may attempt to correct the problem.) Before attempting to resolve a problem, an information technology staff person within the Legislature shall obtain the concurrence and assistance of an IT staff person from another legislative office. If any of the information technology staff within the Legislature attempt to correct a problem under this process, the Legislature is not liable for any damage caused by the attempted correction. The Legislature shall notify the DTS of any attempts to correct a problem in this manner as soon as is reasonably practicable under the circumstances.

Whether through the standard problem management process or the alternative process, the Legislature is responsible for any charges incurred by the DTS in attempting to correct a problem if the problem:
1) is determined to be a problem that the DTS is not responsible for correcting;
2) the Legislature should have discovered that fact before contacting the DTS; and

3) the Legislature has already has exceeded three hours of work by DTS staff, where subsections 1 and 2 apply, during the present quarter.

For purposes of Subsection (3), a quarter is a quarter as established under the Quarterly Review Process section above.

Quality Assurance Process
Management of the network will adhere to the DTS's standard quality assurance (QA) process. **[*Need a reference to where this is. I agree, we should include this as an appendix and specifically reference it. There shouldn't be external references to processes]***

Change Management Process
Except as explained below, the standard DTS change management process will be followed for the network environment in order to communicate, coordinate, and document all changes and modifications in a timely manner. The DTS Change Management Process is attached as Appendix 2.

Changes that do not affect more than one agency (changes like jack activation or VLAN reconfiguration) should be initiated through the Problem Management Process and should not follow the Change Management Process.

Service-Level Performance Reporting Process
Service-level targets and their achievement will be documented in either trend or exception reports. Trend reports will be provided on a monthly basis (end-of-month); the reports will indicate the DTS performance against all targets for the month. Exception reports will be generated on a daily basis for all incidents when service-level targets are not met. These reports will be provided to the Legislature monthly.

Service-Level Review Process
The review of network environment service-level targets and their status will be accomplished within the DTS via technical review meetings and quarterly review meetings.

Technical Review Meeting
Technical Review Meetings may be scheduled as needed. Either the DTS CRM or information technology staff from the Legislature may initiate the scheduling of a Technical Review meeting.
The objective of the technical review meeting is to:
- Review the results in detail, as shown in the monthly and exception reports
- Plan technical changes
- Monitor resource use and costs against the service-level agreement
- Recommend modification of the service-level agreement, when required, to the management review meeting
- Resolve significant incidents

Quarterly Management Meeting
The objective of the management review meeting is to:
- Review the results in detail, as shown in the monthly and exception reports

- Monitor the status of meeting service-level agreements to achieve the Legislative and DTS business requirements
- Review and accept/deny changes as recommended by the technical review meeting
- Use results of regular reports to assist in capacity planning expenditure/investment
- Monitor resource use and costs against the service-level agreement

Failure to Meet Quality of Service Metrics

If DTS fails to meet Quality of Service Metrics for the third time in a quarter, Wide-Area Network charges for all legislative connections in the Capitol for that quarter will be reduced by 10 percent. Each subsequent failure in that quarter will reduce the charges an additional 10 percent.

For purposes of section, a quarter is a quarter as established under the Quarterly Review Process section above.

Termination of Contract

Except during the annual legislative general session, if the Legislature is not satisfied with the DTS's performance of this contract, the Legislature may terminate this contract at any time 30 days after the day on which the Legislature notifies the DTS of its intent to terminate the contract. During the annual legislative general session, if the Legislature is not satisfied with the DTS's performance of this contract, the Legislature may immediately terminate this contract at any time.

Key Services

Service Definitions

Service	Description	Specifications	Cost
Network connectivity to legislative systems and the wide area network (WAN) in the Capitol Building.	Plan, install, configure, and maintain a network for connecting legislative systems in the Capitol Building to each other and to the WAN. DTS would provide network support "up to and including the jack".	The network shall be designed and maintained in a manner that will virtually eliminate network outage to critical systems during critical times (while legislature is in session, during interim committee meetings etc.) and maintain high quality service for all other times. DTS will provide designated staff to receive hand-offs from problem management staff. During critical times this shall be a direct transfer of the problem call. DTS shall maintain spare equipment and back-up configurations to avoid waiting for equipment replacement. Internet outages outside the state network are beyond the scope of this agreement.	Included as part of WAN Charge
• Performance monitoring	DTS will monitor network traffic and equipment operation. DTS will provide legislative users access to independently monitor the network.	DTS and the legislature will establish alarm trigger levels for network operation and equipment failures.	
• Installation and Configuration Changes	Designated legislative staff may request new connections or network configuration changes.	This will be handled through the existing DTS problem management and change management processes.	

• Reporting while working on a problem	For critical systems, providing feedback to legislative staff on problem resolution progress allows the staff to assure our customers that work is ongoing and helps us predict time to resolution.	DTS support staff should report on progress at least every ½ hour for critical systems. The Legislature and the DTS will mutually agree upon acceptable methods for providing the progress report.	
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Metrics

	Requirements
Performance Metrics	
Overall Availability during Legislative Sessions or Interim Days (excluding acts of God, physical facilities failures, outages outside the state network, and planned outages)	At least 99.95%
Quality of Service (excluding acts of God, physical facilities failures, outages outside the state network, and planned outages)	
Outage Detected by DTS	Within 15 minutes
During legislative sessions or Interim Days	
Hand-off to support staff	Within 5 minutes from the call to the help desk
Time to Return to Service	Within 2 hours of outage detection
Progress Reports on repairs	At least every ½ hour
Outside legislative sessions or Interim meetings	
Call back from Support Staff	Within 15 minutes from the call to the help desk
Progress Reports on repairs (outside legislative sessions or meetings)	At least once per day
All other metrics	Consistent with Appendix 1 DTS Customer Support Center Incident Management Priority Levels and Targets
Customer Satisfaction	
User Survey Results	4.7 of 5.0

Appendix 1
DTS Customer Support Center Incident Management Priority Levels and Targets

Technical incidents related services provided by DET and selected other agencies are reported to the DET Customer Support Center. DTS support staff will provide timely acknowledgement and resolution of incidents and service requests received via DTS Customer Support Center.

DTS support staff, including staff directly assigned to the DET Support Center, will exert all reasonable efforts to meet the initial response and resolution targets set forth below. Any changes to the priority classification system or response and resolution targets will be communicated to customers in advance.

The DET Customer Support Center is accessible, 24x7, by telephone at 538-3440 or 800-678-3440. Live chat and direct user reporting of incidents are also available on the DTS web site at dts.utah.gov.

Incident Response and Resolution Targets

Time to Initial Contact (TIC) Targets	Time to Resolution (TTR) Targets
Low priority - 2 Business hours	Low priority - 12 Business hours
Medium priority - 2 Business hours	Medium priority - 10 Business hours
High priority - 1 Clock hour	High priority - 6 Clock hours
Urgent priority - 30 Clock Minutes	Urgent priority - 3 Clock hours

Impact Assessment and Priority Assignment

DTS Customer Support Center staff assigns initial incident ticket priorities based on impact to customer business. Impact is assessed according to the guidelines shown below:

Impact: For each incident, three aspects of "impact" are evaluated:
- Importance: How critical is the application, service, or hardware that is affected?

- Degradation: How severely broken is the application, service, or hardware?

- Users affected: How many (in numbers or percentage) users are affected by the problem?

Importance of Application/Service/Hardware

Critical: Major infrastructure component. Vital for multiple applications.
High: Very important to users' business. Significant financial/political/operational impact.
Normal: Important to users' mission. Minor financial/political/operational impact.

Degradation of Application/Service/Hardware

Severe: Completely down or functionally useless.
Major: Significant adverse effect on users' ability to work.
Minor: Delays and/or annoyances. Minor effect on users' ability to work.

Users affected by unavailability of Application/Service/Hardware

Large: Over 1000 users, or over 80% of potential users, affected.
Medium: 100-1000 users, or 20-80% of potential users, affected.
Small: Fewer than 100 users, or less than 20% of potential users, affected.
Very Small: Fewer than 5 users, or less than 1% of potential users affected.

The combinations of impact factors contribute heavily to the determination of incident ticket priority. Refer to the chart below:

Importance

Degradation		Normal				High				Critical			
		Very Small	Small	Medium	Large	Very Small	Small	Medium	Large	Very Small	Small	Medium	Large
	Minor	Very Small	Small	Medium	Large	Very Small	Small	Medium	Large	Very Small	Small	Medium	Large
	Major	Very Small	Small	Medium	Large	Very Small	Small	Medium	Large	Very Small	Small	Medium	Large
	Severe	Very Small	Small	Medium	Large	Very Small	Small	Medium	Large	Very Small	Small	Medium	Large

Priorities

Low
Medium
High
Urgent

Appendix 2

DTS INTERIM ENTERPRISE CHANGE MANAGEMENT PROCESS

PURPOSE

This document defines an interim change management process for documenting, reviewing, approving, and scheduling planned changes to enterprise-wide environments.

SCOPE

This process applies to all employees of the Division of Technology Services and to all consumers of DTS services.

ENTERPRISE CHANGE DEFINED

An enterprise change is defined as anything that may impact access to or availability of systems including; hardware, software, system components, documents, etc. introduced into an environment that will have enterprise-wide impact.

The State COO or designee is the final arbitrator in defining what constitutes an enterprise change.

DEFINITIONS/ROLES

Change Management Administrator Group (CMAG): The Change Management Administrator Group will consist of the existing COTSCMC and the Change Management Advisory Council. The role of this group is the overall management responsibility for the change management process in DTS. This group is responsible for the following:
1. Receive and log agency approved request forms.
2. Provide the change schedule to the CC's prior to CMB meeting.
3. Facilitate the CMB meeting.

Change Coordinator (CC): The Change Coordinator is the single point of contact responsible for all interaction with the CMAG. Each DTS agency will assign a Change Coordinator and other Change Coordinators may be specified as needed. The CC is responsible for the following:
1. Serve as a member of the Change Management Board.
2. Analyze impact, for their agency, of all changes on the change schedule.
3. Submit all enterprise changes for their specific agency.
4. Disseminate change information to their agency.
5. Present all changes specific to their agency to the CMB. (The CC may be accompanied by additional agency staff to address a specific change.)

Change Management Board (CMB): The CMB is composed of the change coordinators and is responsible for the review and scheduling of all changes. The CMB

must review all enterprise-wide changes to coordinate implementation and to evaluate change requests for potential impact to systems or processes. The CMB will be the arbitrator regarding change priority and scheduling.

Change Request (CR): The Change Request is the official notification of the proposed change/event and must be submitted by using the online Change Request Form. The formal change request includes the online form and the DTS Enterprise Change Management Technical Description (Appendix A).

Change Owner: The change owner is the individual responsible for implementing the change. The change owner is required to follow the approved change schedule.

PROCESS:

1. **Submit a Request:** The CC will submit a Change Request Form located at: (Insert URL).
    a. The Change Request must include enough information to know the relative impact of the change. The more detail provided in the change technical description, the greater the likelihood of approval.
    b. Change Requests not completed properly will be returned to the CC with an explanation for the denial.
    c. The Change Request will be submitted no later than two weeks before the proposed implementation date.
2. **Change Management Meeting:** Requirements of the Change Management meeting are as follows:
    a. The Change Management meeting will be held at a time specified by the CMAG.
    b. All proposed changes will be reviewed at the Change Management meeting.
    c. The change will be reviewed in detail at the first Change Management meeting after submittal and report status each week prior to the proposed implementation date.
    d. All changes are listed as proposed until the week of requested implementation when it moves to scheduled status.
    e. All CC's (or their representative) should attend in person or by phone. A lack of representation signifies concurrence with decisions.
    f. Approval for a change must be unanimous.
    g. All approved changes will be added to the Change Schedule. The Change Schedule is located at: (Insert URL).

3. **Change Monitoring:** The CC is responsible to monitor the change implementation and report progress to the CMAG. It is the responsibility of the change owner to provide a weekly report (Appendix B) and, if required, a REMEDY interruption report to the CC for feedback to the CMAG. Reporting will continue until the project is completed

4. **Updating, Correcting, or Withdrawing a Change Request:** If the scope of a project changes the CC must submit a new Change Request Form and notify the CMAG that the existing Change Request be withdrawn.

5. **Emergency Changes:** A request submitted within two weeks of the proposed implementation date will be considered an emergency change and requires the State COO's written approval.

(Appendix A)

DTS Enterprise Change Management
Technical Description

The following are topics that need to be addressed when considering a change to the DTS Enterprise environment. The objective of the request is to provide facts about a planned change that will help to assess its impact on system users and to maximize the likelihood of a successful update to the production environment. Provide a response for each area.

Change Description

Provide a technical description of this change. Supply as much detail as possible to help the reader understand the purpose of the change and potential impact on systems, applications, processes and users.

Impacted Entities

Identify the enterprise entities that are impacted by this change. Examples include systems, applications, hardware components, networks, and databases. Be specific in identifying the entities.

Dependencies

Identify interdependencies between this change and other systems or processes in the enterprise.

New Entities

Identify any systems, applications, hardware, or processes that are new to the enterprise environment because of this change. The specific concern focuses on anything new to production, but also identify any new components for other environments that are needed to implement the change.

Altered Entities

Identify any systems, applications, hardware, or processes that are altered in the enterprise environment because of this change. The specific concern focuses on anything different in production, but also identify any components impacted in other environments that are needed to implement the change.

Physical Environment

Does the change include anything that might affect the physical environment; i.e. floor space, rack slots, power, air conditioning, and

Performance

Describe any performance expectations, concerns and plans to verify or mitigate these concerns. Make sure to address the needs of development, test, training, and support environments, in addition to production.

Capacity

Describe any capacity requirements. As described here, capacity focuses on memory, disc storage and backup media. Make sure to address the needs of development, test, training, and support environments, in addition to production.

Up-Time Requirements

Describe any uptime requirements for the systems impacted by this change. Identify the availability requirements, any concerns with being able to satisfy these requirements and steps being implemented to minimize the availability risk.

Testing

Describe how testing will be performed for this change. Are there any portions that can only be verified in the production environment? If so, describe how that testing will be performed.

Conversions

Are any conversions required for this change? Make sure that conversion back to the current environment is addressed in the rollback section.

Security

Identify any security issues and identify how they will be addressed and verified.

Certifications

Does the change impact any product or system certifications? If so, identify plans for dealing with the issue.

Outside Dependencies

Identify any non-DTS entities that are required to complete the change and any limitations on their availability.

Licensing

Describe any licensing requirements, issues and resolutions.

Rollback Plan

Describe the procedure that will be followed to back out the change if the decision is made to abort the implementation of the change.

Reboot/Downtime

Identify any reboots or downtime that will occur to enterprise components. Provide an estimate of how long components will be down and any reboot dependencies.

Release Procedures

Describe the process that will be followed to implement the change. Who has the documentation for this process?

Acceptance Decision

Describe the procedure that will be followed to verify that the change is functioning correctly and should remain implemented in production.

Rollback/No-Go Decision

Identify the criteria that will be used to decide to abort completion of the change. Identify the person(s) that will make that decision.

Personnel Dependences

Identify any DTS personnel that are needed to make this change.

Training

Is there any new training required for this change? Identify the functional units that require training and describe the plan for completing the training.

Backup/Restore

Describe any backup/restore considerations and how they will be tested prior to implementing the change.

Customer Support

Describe any changes needed to provide support for customers after the change has been implemented in production. Identify how these changes will be implemented.

End User Impacts

Describe any changes that will be seen by end users and how they will be notified/trained on the impact of the change.

Risks

Identify any risks that have been identified with implementation of this change in production and describe the procedures planned to deal with these risks.